

**EASEMENT, RIGHT OF WAY, AND PERMIT
ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS EASEMENT, RIGHT OF WAY, AND PERMIT ASSIGNMENT AND ASSUMPTION AGREEMENT, made as of the 17th day of April, 1992, by and between Citizens Utilities Company, a Delaware corporation ("Assignor"), and The Washington Water Power Company, a Washington corporation ("Assignee");

W I T N E S S E T H:

WHEREAS, Assignor is the Grantee (either named or by assignment) of those certain Easements, Right of Ways, and Permits pertaining to real property in Shoshone County, State of Idaho, described on "Exhibit A" attached hereto and made a part hereof (collectively, the "Easements, Right of Ways, and Permits"); and

WHEREAS, except as reserved below, Assignor desires to assign its right, title and interest in and to the Easements, Right of Ways, and Permits to Assignee, including all of Assignor's right, title and interest in any and all "Other Easements, Right of Ways, and Permits", as that term is defined below, whether or not such interest is evidenced in writing or of record, and Assignee desires to assume all of Assignor's right, title and interest in and to the Easements, Right of Ways, and Permits and any and all Other Easements, Right of Ways, and Permits;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee do hereby agree as follows:

1. **Assignment.** Except as reserved below, Assignor hereby assigns and conveys to Assignee, its successors and assigns, as of the date hereof, all of Assignor's right, title and interest in and to the Easements, Right of Ways and Permits, including all of Assignor's right, title and interest in any and all Other Easements, Right of Ways and Permits, whether or not such interest is evidenced in writing or of record. As used herein, the term "Other Easements, Right of Ways and Permits" means such easements, rights of way and permits (if any), whether or not listed on the attached Exhibit A, pertaining to real property in Shoshone County, State of Idaho, that, as of the date hereof, are necessary for the conduct as a whole of the electric business serving customers in Shoshone County, Idaho, that was previously operated as a division of Assignor in the ordinary course of such business (the Electric Division). Notwithstanding anything in this Section 1 to the contrary, the parties hereto acknowledge and agree that to the extent that any of the Easements, Right of Ways and Permits or "Other Easements, Right of Ways and Permits" contain easement rights or other rights or licenses that are not necessary for the

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conduct of any portion of the "Electric Division", such easement rights or other rights and licenses are reserved by Assignor and shall not be deemed to be a part of this assignment and conveyance (collectively, the "Reserved Rights").

2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the date hereof, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Easements, Right of Ways and Permits that arise on and after the date hereof, other than the Reserved Rights.

3. Additional Provisions. This Easement, Right of Way and Permit Assignment and Assumption Agreement has been delivered and accepted pursuant to the terms of the certain Asset Purchase Agreement, by and between Assignor and Assignee, dated as of October 1, 1992 (the "Purchase Agreement"), and is subject to all of the terms, provisions and conditions set forth in the Purchase Agreement, including, without limitation, those provisions relating to the survival of, and indemnification with respect to, the respective representations, warranties and covenants of Assignor and Assignee under the Purchase Agreement.

4. Successors and Assigns. The terms and conditions of this Easement, Right of Way and Permit Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Easement, Right of Way and Permit Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first set forth above.

ASSIGNOR

CITIZENS UTILITIES COMPANY

By Charles J. Weiss
CHARLES J. WEISS
Secretary/Assistant Vice
President

ASSIGNEE

THE WASHINGTON WATER POWER
COMPANY

By [Signature]
Name: A. E. Blanton
Title: V.P. Finance & CFO

STATE OF CONNECTICUT)

County of Tairfield)

SS.

On this, the 15th day of December, 1992, before me, Victoria M. Crawford, the undersigned officer, personally appeared Charles J. Weiss, who acknowledged himself to be the Secretary/Assistant Vice President of Citizens Utilities Company, a corporation, and that he as such Secretary/Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary/Assistant Vice President.

IN WITNESS WHEREOF I
HEREUNTO SET MY HAND

Victoria M. Crawford
Notary Public
Commission Expires:

VICTORIA MCCRAWFORD
NOTARY PUBLIC
MY COMMISSION EXPIRES JUL 31, 1996

STATE OF WASHINGTON)

County of Spokane)

SS.

I certify that I know or have satisfactory evidence that Charles J. Weiss is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the V.P. & CEO of THE WASHINGTON WATER POWER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated December 11, 1992.

Notary Public in and for the
State of Washington
My commission expires

EXHIBIT "A"

CITIZENS UTILITIES COMPANY
IDAHO ELECTRIC DIVISION

Easement List - Shoshone County

<u>No.</u>	<u>Grantor</u>	<u>Recorded</u>	<u>Book/Page/Rec. No.</u>
001	Charles D. Bryson	08/08/86	# 324270
002	Roy Faler, et ux	02/17/76	# 260970
003	George DeNise, et ux	08/12/40	43/122
004	James L. Harrington, et ux	07/06/39	70/617
005	Wayne Crispe, et ux	12/18/39	72/267
006	Frank E. Berg	08/09/39	72/25
007	Frank Feroglia, et ux	03/01/43	75/523
008	P. V. Carlson, et ux	06/22/40	72/636
009	John Cavanaugh, et ux	04/16/46	79/20
010	Palmer Amonson, et ux	11/29/39	72/227
011	American Smelting & Refining (Dated)	08/19/60	(Not recorded yet)
012	John C. Boyd	05/08/39	70/500
013	William C. Murphy, et ux	05/08/39	70/501
014	Glynn D. Evans, et ux	06/10/41	74/86
015	Tillie Magnuson	05/22/40	62/635
016	Victoria Becker	05/14/38	69/597
017	Peter DeBlock, et ux	04/22/39	70/478
018	A. C. Creek, et ux	05/08/39	70/500
019	Peter DeBlock, et ux	04/22/39	70/477
020	Sophia Bohan	05/24/38	69/607
021	Louis Armanie, et ux	05/08/39	70/500
022	William Baker	06/19/41	74/109
023	John Batts	04/16/46	79/20
024	Henry M. Bauer, et ux	10/25/49	83/445
025	T. W. DuFresne, et ux	10/07/40	73/239
026	Charles W. Prenton, et ux	10/10/45	78/264
027	Florence G. Morbeck	10/31/47	81/142
028	John Dire, et ux	01/12/38	69/431
029	John Nelson, et ux	06/07/39	70/572

No.	Grantor	Recorded	Book/Page/Rec. No.
030	H. A. Plahte, et ux	10/03/39	72/133
031	Independent School District Class "A" No. 8	05/17/37	68/617
032	C. H. (Hortense) Strobe	05/08/39	70/501
033	Edward White, et ux	06/25/48	82/38
034	William M. Kreemer, et ux	05/19/48	81/572
035	Frank Wines, et ux	08/09/39	72/25
036	John Giachino	08/10/31	64/173
037	Zoe Ferguson	05/18/37	68/620
038	J. F. Ferguson	05/17/37	68/618
039	Mery Albertini	06/18/37	69/30
040	Galena Lodge #42	07/19/72	# 241634
041	Rights acquired under conveyance from Public Utilities Consolidated Corporation recorded 09/21/36 under Recording No. 101225, Book 68 of Deeds, pages 243 to 255 inclusive.		
042	Rights which may have been acquired under the name of Wallace Light and Water Company.		
043	Rights which may have been acquired under the name of Wallace Manufacturing Electric & Water Company.		
044	Rights which may have been acquired under the name of Northwest Light and Power Company.		
045	Rights which may have been acquired under the name of Northwest Light and Water Company.		
046	Rights which may have been acquired under the name of Canyon Light and Water Company.		
047	Rights which may have been acquired under the name of Canyon Creek Electric Company.		
048	Rights which may have been acquired under the name of Public Utilities Consolidated Corporation.		
049	Rights which may have been acquired under the name of Mullan Electric Light and Power Company		
050	Rights which may have been acquired under the name of Mullan Light Company.		

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Citizens Utilities Acquisition

No.	Grantor	Permit No.	Permit Date
051	OWR & N	01232	03/01/40
052	NPRR	75648	08/01/52
053	OWR & N	17226	07/06/51
054	NPRR	53096	07/28/36
055	NPRR	71177	09/16/49
056	NPRR	69129	05/01/48
057	NPRR	56123	
058	Shonts/mining eng.	4-28-28, letter	not a permit
059	NPRR	23405-T, deed #	Vol. 61/Deeds
060	OWR & N	31111	08/01/74, Print D-6567
061	OWR & N	22185-1 (NP 74205)	08/02/49
062	NPRR	70582	06/01/49
063	Id Dept Pub Wrks		10/18/49
064	ITD		07/11/52
065	OWR & N	22185-3	01/15/57
066	OWR & N	18274	07/15/69 (ext), 06/10/40 (orig)
067	OWR & N	22072	01/17/51
068	BNRR	219474	10/16/75
069	ITD	05-74-43	05/07/74
070	ITD	05-78-66	06/22/78
071	UPLRC	21313	01/23/76
072	OWR & N	28725	12/23/65
073	OWR & N	72159	10/07/52
074	OWR & N	21126	02/25/49
075	OWR & N	31549	11/01/75
076	OWR & N	31294	06/01/74
077	OWR & N	23205-E	07/06/51
078	UPRR	465-40	01/15/91
079	UPRR	465-35	07/22/91
080		59124	
081	OWR & N	25593	
082	OWR & N	18018	08/17/39
083	NPRR	57523	04/01/39
084	NPRR		10/01/40
085	UPRR	508-31	06/26/89

Scott L. Simpson

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Deeds

FILED

Paine, Hamblen, Coffin Brooke & Miller
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Spokane, WA 99204-0464
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LD
ORDER
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Janet Zantoni